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6 **UNITED STATES DISTRICT COURT**
7 **WESTERN DISTRICT OF WASHINGTON**
8 **AT SEATTLE**

9 LOGIC20/20 INC., a Washington corporation,

10 Plaintiff,

11 v.

12 BIRD RIDES, INC. a California corporation,

13 Defendant.
14

CASE NO.

**COMPLAINT FOR BREACH OF
CONTRACT AND UNJUST
ENRICHMENT OR, IN THE
ALTERNATIVE, ORDER
COMPELLING ARBITRATION**

15 Plaintiff Logic20/20 Inc. (“Logic” or “Plaintiff”), in support of this complaint
16 (the “Complaint”) against defendant Bird Rides, Inc. (“Bird” or “Defendant,” and together with
17 Plaintiff, the “Parties”), does hereby allege as follows:

18 **NATURE OF THE ACTION**

19 1. This action is a straightforward, failure-to-pay breach of contract by Defendant
20 under that certain Master Services Agreement dated November 27, 2019 between the Parties
21 (the “Agreement” or “MSA”) for work performed under the MSA by Plaintiff for Defendant.

22 **THE PARTIES**

23 2. Plaintiff, a Seattle-based corporation organized under the laws of the state of
24 Washington, is a business management and technology consulting organization.

25 3. Defendant is a “micromobility company” with headquarters in Santa Monica,

1 California. At all times material to this Complaint, Defendant purposely directed business
2 activities at the state of Washington, including by engaging Plaintiff.

3 **JURISDICTION AND VENUE**

4 4. This Court has subject matter jurisdiction over this action pursuant to
5 28 U.S.C. § 1332(a) and the amount-in-controversy exceeds \$75,000.

6 5. This Court has personal jurisdiction over the Parties because Plaintiff is a
7 resident of, or business active in, Washington state, and Defendant transacted with Plaintiff.

8 6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) as a substantial
9 part of the events or omissions underlying this Complaint occurred in this judicial district.

10 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

11 7. Plaintiff is a business management and technology consulting organization
12 which assists clients in a wide range of industries with strategy and operations, advanced
13 analytics (*e.g.*, machine learning), digital transformation and marketing, and management and
14 implementation of technology solutions.

15 8. Prior to November 27, 2019, Defendant contacted Plaintiff and inquired about
16 Plaintiff's services.

17 9. On or about November 27, 2019, the Parties entered into the MSA.

18 10. Pursuant to the Statement of Work attached to the MSA, Plaintiff was engaged
19 by Defendant to "support and partner with the rollout" of an acquisition by Defendant of a data
20 processing company by "finding a way to land data from selected top priority data sources" to
21 the system acquired by Defendant.

22 11. Pursuant to the MSA, Defendant agreed to pay Plaintiff pursuant to a fee
23 schedule in the Statement of Work and to reimburse Plaintiff for "all expenses incurred . . .
24 pursuant to the performance of services performed under this Agreement"

25 12. The MSA required Plaintiff to submit monthly invoices to Defendant, with

1 payment due within thirty (30) days of receipt of invoice, and further provided that payments
2 not made in a timely manner would be subject to interest in an amount equal to one percent
3 (1%) of the invoice amount outstanding for each 30-day period that such payment was late.

4 13. The MSA further provides that the parties shall first attempt to resolve any
5 dispute by good faith negotiations, mediation, and arbitration.

6 14. The MSA further provides that “[i]n any legal action, arbitration or other
7 proceeding related to or arising out of this Agreement, including . . . the failure of [Bird] to
8 remit payment of the fees or reimbursement of expenses hereunder, the substantial prevailing
9 party or parties shall be entitled to recover from the other party reasonable attorney’s fees and
10 other costs incurred.”

11 15. As required by the MSA, Plaintiff sent Defendant three invoices for work
12 performed by Plaintiff for Defendant pursuant to the MSA, which invoices are dated January
13 31, 2020, February 29, 2020, and March 23, 2020 (collectively, the “Invoices”), with original
14 balances of \$68,375, \$72,250, and \$30,950, respectively (for an aggregate balance of
15 \$171,575). Pursuant to those invoices, Defendant was required to remit payment in full to
16 Plaintiff by no later than March 1, 2020, March 30, 2020, and April 22, 2020, respectively.
17 Copies of the Invoices are attached as Exhibit A.

18 16. Defendant failed to pay any of the Invoices within thirty (30) days of receiving
19 them as required by the MSA.

20 17. From approximately April 2020 through November 2020, despite Plaintiff’s
21 best efforts to reach a compromise with Defendant regarding the amounts owed by Defendant
22 to Plaintiff, Defendant’s interactions with Plaintiff only signify attempts by Defendant to
23 unjustifiably delay repayment of the amounts due and owing.

24 18. On two separate occasions, Defendant proposed a repayment schedule to which
25 Plaintiff agreed, but Defendant never made a single payment to Plaintiff under either proposal.

1 19. On October 15, 2020, Defendant offered a lump sum payment of \$141k in
2 satisfaction of all amounts owed by Defendant to Plaintiff, which Plaintiff accepted, but
3 Defendant never made a single payment to Plaintiff.

4 20. On November 6, 2020, Plaintiff requested that the Parties waive the mediation
5 requirement in light of Defendant not disputing the debt owed to Plaintiff, and instead proceed
6 directly to arbitration. Defendant did not respond.

7 21. On November 24, 2020, Plaintiff informed Defendant that Plaintiff would
8 construe a failure to respond by close of business on November 30, 2020, as a refusal to
9 cooperate under the MSA and that Plaintiff would seek further appropriate relief, including
10 through the courts.

11 22. On December 1, 2020, counsel for Defendant stated that Defendant was
12 discussing Plaintiff's proposal internally and would respond by the end of the week (*i.e.*,
13 December 4, 2020).

14 23. Notwithstanding Defendant's obvious stalling tactics and multiple broken
15 promises, Plaintiff gave Defendant yet another chance to agree to arbitration.

16 24. As of the time this Complaint was filed, Plaintiff had not received the response
17 promised by Defendant (or any further correspondence or update of any nature).

18 25. To date, Plaintiff has incurred legal fees and expenses of at least \$4,432.50
19 relating to efforts to collect the amounts owed by Defendant to Plaintiff.

20 26. To date, Defendant has not made a single payment to Plaintiff for Plaintiff's
21 provision of services to Defendant.

22 **COUNT I – BREACH OF CONTRACT**

23 27. All preceding paragraphs are incorporated as if fully set forth herein.

24 28. Plaintiff has complied with all of its obligations under the MSA.

25 29. Defendant has breached the MSA because it has failed to pay Plaintiff for

1 Plaintiff's services as required under the terms and conditions of the MSA.

2 30. Plaintiff has suffered damages which are the direct and proximate result of
3 Defendant's breach of the MSA in an amount to be determined at or before the time of trial and
4 not less than \$190,107.75, plus all allowable costs, interest, and attorneys' fees.

5 **COUNT II – UNJUST ENRICHMENT** *(in the alternative)*

6 31. All preceding paragraphs are incorporated as if fully set forth herein.

7 32. At Defendant's request, Plaintiff provided Defendant with valuable services,
8 from which Defendant has benefitted.

9 33. Plaintiff's performance of services entitles Plaintiff to receive compensation for
10 the fair value of its services under the doctrine of unjust enrichment (*i.e.*, quantum meruit).

11 34. Defendant has failed to pay Plaintiff for Plaintiff's services.

12 35. Defendant is liable to Plaintiff under the doctrine of unjust enrichment (*i.e.*,
13 quantum meruit) in an amount to be proven before or at trial and not less than \$190,107.75,
14 plus all allowable costs, interest, and attorney's fees and costs.

15 **COUNT III – ORDER COMPELLING ARBITRATION** *(in the alternative)*

16 36. All preceding paragraphs are incorporated as if fully set forth herein.

17 37. Defendant has refused to engage in good faith (or at all) with Plaintiff regarding
18 resolution of the disputes set forth in this Complaint.

19 38. Defendant's failure to meaningfully engage with Plaintiff has rendered futile
20 Plaintiff's efforts to resolve the disputes through mediation or arbitration.

21 39. Plaintiff believes that it is entitled to damages as set forth in Counts I and II
22 above and that it should be excused from any arbitration requirement in the MSA in light of
23 Defendant's refusal to reasonably cooperate with Plaintiff.

24 40. Nevertheless, in the event the Court determines that arbitration of this matter is
25 required, Plaintiff requests an order compelling Defendant arbitrate this dispute.

PRAYER FOR RELIEF

WHEREFORE, having set forth its allegations, claims, and causes of action, Plaintiff prays for the following relief against Defendant:

A. Judgement against Defendant in an amount to be proven before or at trial and not less than \$190,107.75, plus all allowable costs, interest, and attorney's fees; and

B. For such further and other relief as the Court deems just and proper.

Dated this 8th day of December, 2020.

/s/ Rylan Weythman

/s/ Dan Youngblut

Rylan Weythman, WSBA #45352

Dan Youngblut, WSBA #56010

FOSTER GARVEY P.C.

1111 Third Avenue, Suite 3000

Seattle, Washington 98101

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Facsimile: (206) 447-9700

Email: rylan.veythman@foster.com

dan.youngblut@foster.com

Counsel for Plaintiff Logic2020 Inc.

EXHIBIT A
INVOICES

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EXHIBIT A

FOSTER GARVEY P.C.
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3292
PHONE (206) 447-4400

Primitive Logic, Inc.

1501 1st Ave S
Seattle, WA 98134 US
finance@logic2020.com

INVOICE

BILL TO
P001839 - Data Streaming
2501 Colorado Ave, Floor 2
Santa Monica, CA 90404

INVOICE 9643
DATE 01/31/2020
TERMS Net 30
DUE DATE 03/01/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services - Strategic	Ben Kaely: Project Quality 1/1/20 - 1/31/20	33.50	250.00	8,375.00
	Services - Strategic	John McMahon: Project Manager 1/1/20 - 1/31/20	112	250.00	28,000.00
	Services - Strategic	Steve Nguyen: Developer 1/1/20 - 1/31/20	160	200.00	32,000.00

PO#: BR14663

BALANCE DUE

\$68,375.00

For inquiries, please contact finance@logic2020.com.

Thank you!

Primitive Logic
finance@logic2020.com
206-576-0400



Logic20/20 Inc.
1501 1st Ave S
Seattle, WA 98134
(206) 576-0400
finance@logic2020.com

BILL TO

P001839- Bird Rides Inc- Data
Streaming

INVOICE 9696**DATE** 02/29/2020 **TERMS** Net 30**P.O. NUMBER**

BR14663

PROJECT NAME

Data Streaming

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services - Strategic Benjamin Kaely: Project Quality 2/1/20 - 2/29/20	21	250.00	5,250.00
	Services - Strategic John McMahon: Project Manager 2/1/20 - 2/29/20	140	250.00	35,000.00
	Services - Strategic Steve Nguyen: Developer 2/1/20 - 2/29/20	160	200.00	32,000.00

For inquiries, please contact finance@logic2020.com.

Thank you!

Logic20/20
finance@logic2020.com
206-576-0400

TOTAL DUE**USD 72,250.00**



Logic20/20 Inc.
1501 1st Ave S
Seattle, WA 98134
(206) 576-0400
finance@logic2020.com

BILL TO

P001839- Bird Rides Inc- Data
Streaming

INVOICE 9708**DATE** 03/23/2020 **TERMS** Net 30**P.O. NUMBER**

BR14663

PROJECT NAME

Data Streaming

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services - Strategic Benjamin Kaely: Project Quality 3/1/20 - 3/31/20	15	250.00	3,750.00
	Services - Strategic John McMahon: Project Manager 3/1/20 - 3/31/20	64	250.00	16,000.00
	Services - Strategic Steve Nguyen: Developer 3/1/20 - 3/31/20	56	200.00	11,200.00

For inquiries, please contact finance@logic2020.com.

Thank you!

Logic20/20
finance@logic2020.com
206-576-0400

TOTAL DUE**USD 30,950.00**